



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY - DOWNEY, CALIFORNIA 90242

562-940-2501



CALVIN C. REMINGTON
Interim Chief Probation Officer

April 5, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZE INTERIM CHIEF PROBATION OFFICER AND THE DISTRICT
ATTORNEY TO ENTER INTO A PROGRAM SERVICES AGREEMENT WITH
THE CITY OF LOS ANGELES FOR CONTINUED COMMUNITY LAW
ENFORCEMENT AND RECOVERY PROGRAM PARTICIPATION**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT:

This is to request that your Board authorize the Interim Chief Probation Officer and District Attorney to execute and enter into a Program Services Agreement (PSA) with the City of Los Angeles (City) for continued participation in the Community Law Enforcement and Recovery (CLEAR) Program, a multi-agency gang intervention project funded by the United States Department of Justice, in accordance with the City's CLEAR Program requirements.

JOINT RECOMMENDATION WITH THE DISTRICT ATTORNEY THAT YOUR BOARD:

1. Authorize the Interim Chief Probation Officer and District Attorney to execute and enter into a PSA substantially similar to the attached with the City in the amount of \$668,347, for CLEAR Program services provided by the County of Los Angeles Probation Department (\$260,813) and the County of Los Angeles District Attorney (\$407,534) at nine (9) CLEAR sites: Northeast, Newton, Southeast, Southwest (Baldwin Village), Hollenbeck/Ramona Gardens, Hollenbeck/Boyle Heights, Foothill, Rampart and 77th Street for the period of July 1, 2014 through June 30, 2015. The CLEAR Program is funded from the Fiscal Year (FY) 2014 Edward Byrne Memorial Justice Assistance Grant Program (JAG 14).

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 April 26, 2016

LORI GLASGOW
EXECUTIVE OFFICER

2. Delegate authority to the Interim Chief Probation Officer and the District Attorney, or their designees to serve as Project Directors for their respective CLEAR Program and to approve any subsequent amendments, modifications, and/or extensions of the PSA that do not increase the net County cost of the program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to comply with CLEAR Program legislation which requires that this collaborative, multi-agency effort involving the County of Los Angeles Probation Department (Probation), County of Los Angeles District Attorney's Office (DA), Los Angeles Police Department (LAPD), and the Los Angeles City Attorney's Office be formalized in a PSA as the City's prerequisite to release CLEAR Program funding.

In addition, your Board's approval will provide delegated authority to the Interim Chief Probation Officer and District Attorney, and/or their designees, to serve as Project Directors for their respective CLEAR Program and to carry out the terms of the PSA, including any necessary amendments, modifications, and/or extensions.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 3, Integrated Services Delivery. Implementation of the recommended actions will allow for the continued collaborative efforts between multiple jurisdictions committed to ridding neighborhoods of street violence.

FISCAL IMPACT/FINANCING

The PSA will be funded from JAG 14 for the period of July 1, 2014 through June 30, 2015, at nine (9) CLEAR sites: (Northeast, Newton, Southeast, Southwest (Baldwin Village), Hollenbeck/Ramona Gardens, Hollenbeck/Boyle Heights, Foothill, Rampart and 77th Street).

The City will provide the County a total of \$668,347 as follows: \$260,813 to Probation to partially fund salaries and employee benefits for nine (9) existing Deputy Probation Officer II positions and \$407,534, to the DA to partially fund salaries and employee benefits for nine (9) Deputy District Attorney III positions, respectively. These revenues are included in each respective County Department's FY 2014-15 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CLEAR Program is a multi-jurisdictional program that has brought together law enforcement, government, and community agencies in an effort to rid neighborhoods of street gang violence since 1998. On May 6, 2008, your Board adopted the Chief Executive Officer's recommendations to avoid retroactive agreements and ensure timely payments from the City for the CLEAR Program. However, despite working with the City to avoid retroactive agreements, this problem still exists primarily due to delays resulting from the lengthy process to negotiate JAG funding allocations and the City's preparation and approval of the PSA.

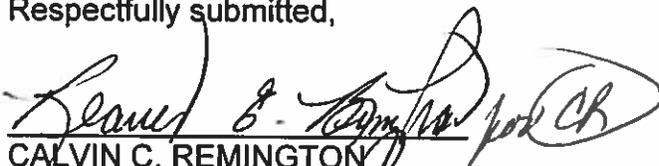
In order for Probation and DA to claim reimbursement from the City for the CLEAR Program, the attached PSA between the City and the County must be signed by the County Departments receiving funding. The Mayor of Los Angeles will sign and fully execute the PSA when it is received from the County, and the City will then reimburse the County.

The proposed PSA has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of these recommendations will maintain the existing level of services and will enable Probation and DA to work with LAPD and the Los Angeles City Attorney's Office to provide a flexible and coordinated response to crime perpetrated by criminal street gangs by identifying the gangs associated within each community and addressing each community's gang problem. Overall, the continued receipt of the City's reimbursement for CLEAR Program services will mitigate disruption in service delivery.

Respectfully submitted,


CALVIN C. REMINGTON
INTERIM CHIEF PROBATION OFFICER

CCR:TH:cc

c: Executive Officer
Chief Executive Office
County Counsel



PROGRAM SERVICES AGREEMENT

Contractor: County of Los Angeles

Title: Community Law Enforcement and Recovery (CLEAR) Program
Edward Byrne Memorial Justice Assistance Grant (JAG) FY 2014

Said Agreement Number _____

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EXHIBITS

- Exhibit A and A1 Scope of Work
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Certification Regarding Drug-Free Workplace Requirements
- Exhibit E City Ethics Commission Form 50
- Exhibit F Performance Metric Template

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE COUNTY OF LOS ANGELES

This Agreement ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City,"), and the County of Los Angeles, a political subdivision of the State of California (the "County" or "Contractor").

WITNESSETH

WHEREAS, the U.S. Department of Justice ("DOJ" or "Grantor"), through its Office of Justice Programs ("OJP") Bureau of Justice Assistance ("BJA"), has provided financial assistance to the City and the County of Los Angeles through the Fiscal Year (FY) 2014 Edward Byrne Memorial Justice Assistance Grant program ("JAG 14" or the "Grant"), Catalog of Federal Domestic Assistance ("CFDA") 16.738, in the amount of \$2,120,954.00, of which the City's allocation of the JAG 14 Grant is \$1,166,524.70 such Grant having been accepted by the City Council (C.F.14-1186, 12/02/14); and

WHEREAS, a portion of the Grant funds allocated to the City was awarded by the Grantor to partially fund and support the Community Law Enforcement and Recovery ("CLEAR") Program which acts as the suppression component of the City's Gang Reduction Strategy; and

WHEREAS, the City's Gang Reduction Strategy utilizes a comprehensive, collaborative and community-wide approach to reducing gang violence through the provision of essential prevention, intervention, re-entry and suppression services by CLEAR Teams made up of personnel from the Los Angeles City Attorney's Office, the Los Angeles Police Department, the Los Angeles County District Attorney's Office, the Los Angeles County Probation Department, and the California Department of Corrections and Rehabilitation; and

WHEREAS, the City has designated its Mayor's Office of Public Safety ("Mayor's Office") to provide for proper monitoring of the funding and administration of the Grant and the CLEAR Program; and

WHEREAS, the City and County are desirous of executing this Agreement regarding the involvement of the County's District Attorney's Office and the Probation Department in the CLEAR Program, such execution having been authorized by the City Council (C.F. #14-1186, 12/02/14); and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the City and the County (each a "Party" and collectively, the "Parties") agree as follows:

I. INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012; and
- B. The County of Los Angeles, a political subdivision of the State of California, having its principal office at 500 West Temple Street, Los Angeles, CA 90012.

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City shall be, unless otherwise stated in the Agreement:

Jeff Gorell, Deputy Mayor
Mayor's Office of Public Safety
200 N. Spring Street, Room M-180
Los Angeles, CA 90012
Phone: (213) 978-0687
Fax: (213) 978-0718

- 2. The representatives of the County shall be:

Jackie Lacey, District Attorney
Los Angeles County District Attorney's Office
Hall of Justice
211 West Temple Street, Suite 1200
Los Angeles, CA 90012
(213) 974-3500

and

Calvin C. Remington, Interim Chief
Probation Officer
Los Angeles County Probation Department
9150 East Imperial Highway
Downey, CA 90242
(562) 940-2501

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) business days

of said change.

§103. Independent Contractor

The County is acting hereunder as an independent contractor, and not as an agent or employee of the City. No employee of the County, is, or shall be an employee of the City by virtue of this Agreement, and the County shall so inform each employee organization and each employee who is hired or retained under this Agreement.

The County shall not represent or otherwise hold itself out or any of its supervisors, officers, partners, employees, or agents to be an agent or employee of the City.

The City shall not represent or otherwise hold itself out or any of its supervisors, officers, partners, employees, or agents to be an agent or employee of the County.

§104. Conditions Precedent to Execution of This Agreement

The County shall provide copies of the following documents to the City:

- A. (This section is left intentionally blank)
- B. Certification Regarding Ineligibility, Suspension and Debarment attached hereto as Exhibit B and made a part hereof. County hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certification and Disclosure Regarding Lobbying attached hereto as Exhibit C and made a part hereof. County hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement. County shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially effects the accuracy of the information contained in any Disclosure Form previously filed by County.
- D. Certification Regarding Drug-Free Workplace Requirements attached hereto as Exhibit D and made a part hereof. County hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- E. City Ethics Commission Form 50, attached hereto as Exhibit E and made a part hereof. County hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **July 1, 2014** and end on **June 30, 2015** (the "Term") and any additional period of time as is required to complete any necessary close-out activities. Said Term is subject to the provisions herein.

§202. Services to be Provided by the County

A. General Description of CLEAR:

The primary purpose of the Los Angeles City/County Community Law Enforcement and Recovery (CLEAR) program is to facilitate the recovery of gang-infested communities by decreasing the criminal activity of targeted gangs in designated communities through an effective collaboration of City and County criminal justice agencies, and partnerships. This partnership forms the CLEAR's core collaborative agencies.

CLEAR's core collaborative agencies are:

- Los Angeles City Police Department (LAPD)
- Los Angeles County Probation Department
- Los Angeles City Attorney's Office (LACA)
- Los Angeles County District Attorney's Office (LADA)
- California Department of Corrections and Rehabilitation – Parole and Community Services Division, Region III (CDCR)

The key to CLEAR's success has been the immediate availability of police officers, deputy district attorneys, deputy city attorneys, probation officers and parole officers in the defined primary and secondary target areas. The role of each team member is outlined below:

- The LAPD deploys officers who are specifically designated to respond to gang-related criminal activity within their respective jurisdictions in the CLEAR target area;
- The California Department of Corrections provides intensive monitoring and closely supervises all parolees during their re-entry into society to avert them from engaging in criminal activity upon their release.
- Los Angeles County Probation Department collaborates with the City Attorney to ensure that gang members receive appropriate conditions of probation that prohibit association with other gang members through curfews and restrictions on returning to designated areas.
- The District Attorney's Office and City Attorney's Office engage in community-based and vertical prosecution to ensure effective prosecution of gang-related crimes;

- Other Federal, State and local agencies and programs are requested to participate in a target area as the CLEAR Operational Team identifies additional areas of need.
- B. The County shall provide contractual services as set forth in, and in accordance with, this §202, and Exhibit A and Exhibit A-1 of this Agreement, both of which are attached hereto and made a part hereof. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301 of this Agreement.
- C. There are nine (9) CLEAR sites within the City of Los Angeles to be funded from the FY 2014 Edward Byrne Memorial Justice Assistance Grant (see chart in §202.C.3 for details). The CLEAR sites are as follows:
- LAPD Foothill Area
 - LAPD Newton Area
 - LAPD Northeast Area
 - LAPD Rampart Area
 - LAPD Southeast Area
 - LAPD Southwest Area (Baldwin Village)
 - LAPD Hollenbeck/Boyle Heights
 - LAPD Hollenbeck/Ramona Gardens
 - LAPD 77th Area
1. Los Angeles District Attorney
- Los Angeles District Attorney's Office (LADA) shall dedicate one (1) full-time employee ("FTE") Deputy District Attorney level III or higher per CLEAR site for a total of nine (9) (Foothill, Newton, Northeast, Rampart, Southeast, Southwest, Hollenbeck-Boyle Heights, Hollenbeck-Ramona Gardens and 77th). The CLEAR Deputy District Attorneys shall be from LADA's Hardcore Gang Division, each with a minimum of five years of experience as a Deputy District Attorney. The CLEAR Deputy District Attorneys shall review all felony arrests of adult gang members made by the CLEAR Team and file charges as LADA deems appropriate. The CLEAR Deputy District Attorneys shall vertically prosecute from the filing stage to sentencing, all violent gang-related felonies committed by the targeted gang or occurring in the targeted area. Additionally, each CLEAR Deputy District Attorney shall work with CLEAR investigators to ensure felony cases are fully prepared for trial. In cases where probation is granted, the CLEAR Deputy District Attorney shall advocate the imposition of gang terms and conditions such as prohibiting association with known gang members and possessing firearms or other deadly weapons. The CLEAR Deputy District Attorneys will vigorously litigate felony probation violations that are filed on the targeted gang members, and shall also provide ongoing

advice to CLEAR officers and investigators on legal issues and case preparation.

Subject to the terms set forth in this Agreement, LADA shall have sole discretion in personnel matters including the selection, tenure, supervision, and transfer of the CLEAR Deputy District Attorneys assigned to the City, and sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and civil injunctions, and to give objective and impartial consideration to each individual case, including pleas and sentencing options.

2. Probation Department

The Probation Department will dedicate one (1) FTE Deputy Probation Officer level II or higher per CLEAR site for a total of nine (9) Deputy Probation Officers (Foothill, Newton, Northeast, Rampart, Southeast, Southwest, Hollenbeck/Boyle Heights, Hollenbeck/Ramona Gardens and 77th). The CLEAR Deputy Probation Officers shall coordinate and conduct the following field-related activities: police ride-alongs, compliance sweeps, field visits, community-based organization contacts, search and seizures, warrant pickups; coordinate Community Impact Teams (CIT) and co-facilitate the monthly team meetings with law enforcement, community representatives, community-based agencies, and other city and county agencies for each target neighborhood; serve as a liaison between the Probation Department, Los Angeles Police Department, Los Angeles Sheriff Department, District Attorney, City Attorney, State Parole, courts and community-based agencies in matters related to the program; monitor and enforce the terms and conditions of probation on both assigned and non-assigned cases; effect timely detection and verification of violations; impose conditions of probation specifically related to gang behavior; ensure that probation violations will lead to timely sanctioning; maintain awareness of gang and criminal activity; maintain efforts to discourage gang group activity and minimize gang cohesiveness; and redirect individual gang members into non-gang activities, etc. The Probation Department Specialized Enforcement Operations Officers coordinate with the LAPD and LASD (as well as other existing Probation resources) to participate in special operations, search and seizures, ride-alongs and selective enforcement. Probation Officers will also arrest probationers in violation and initiate violation proceedings with the court. Coordination with the LAPD, LASD, the City Attorney and the District Attorney CLEAR personnel ensures that gang members being placed on probation receive appropriate gang conditions. In contrast to existing Probation Officers, Probation Officers dedicated to the CLEAR Program do not carry caseloads and are more available to be in the field, enhancing visibility as well as the opportunity to engage in special projects.

CLEAR Probation representatives also serve as liaisons to the local schools and communities, and may chair the local CLEAR CIT.

The Probation Department reserves the right to deploy the Deputy Probation Officer II in a manner deemed appropriate to the Department but in accordance with the terms and provisions of this Agreement.

3. The Time Period for funding each Deputy District Attorney III and Deputy Probation Officer II is as follows:

CLEAR site	Position	Time Period for funding
Northeast	DA and Probation	7/1/2014-6/30/2015
Newton	DA and Probation	7/1/2014-6/30/2015
Rampart	DA and Probation	7/1/2014-6/30/2015
Southeast	DA and Probation	7/1/2014-6/30/2015
Southwest	DA and Probation	7/1/2014-6/30/2015
Hollenbeck/Ramona Gardens	DA and Probation	7/1/2014-6/30/2015
Hollenbeck/Boyle Heights	DA and Probation	7/1/2014-6/30/2015
Foothill	DA and Probation	7/1/2014-6/30/2015
77th	DA and Probation	7/1/2014-6/30/2015

4. Evaluation

The County shall ensure that it and its CLEAR assigned personnel comply in a timely manner with all requests from the City's contract evaluator to provide information and statistics related to this grant-funded CLEAR program for use by the CLEAR Executive Board and the City and to provide monthly data to the City and Grantor as may be requested by City and/or Grantor.

5. Reports

The County shall ensure that the LADA and Probation Department submit an annual progress report to the City, including results for the Federal performance indicators, in a format developed by the Bureau of Justice Assistance (BJA) that describes progress made with respect to the program objectives and activities. Such annual progress reports shall be due each year on November 15 throughout

the Contract term. The County shall timely submit all other reports and data, including periodic progress reports as set forth in Exhibit F hereto, as required by BJA and/or the City.

City hereby acknowledges that reports due under this section of the Agreement for periods prior to the date of execution of this Agreement have been timely submitted to the City and Grantor, and that, as of the date of the execution of this Agreement, Grantor has not notified City of any deficiencies regarding such submitted reports.

(Remainder of page intentionally left blank.)

III. PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to County as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Six Hundred Sixty-Eight Thousand, Three Hundred Forty-Seven Dollars and Twenty-Two Cents (\$668,347.22) on a reimbursement basis. The foregoing rate represents the total compensation to be paid by the City to the County for services to be performed as designated by this Agreement, such compensation to be expended by County for salaries and associated fringe benefits only in accordance with this Agreement and as set forth in Exhibit A-1.
- B. The compensation paid to the County pursuant to this Agreement shall be used to fund salaries and partial benefits over a 12-month period (on a reimbursement basis) as indicated in Exhibit A-1 as follows:

CLEAR site	Amount for LADA	Amount for Probation Department		Site Total	Time Period for funding
Northeast	\$45,281.57	\$28,979.23	=	\$74,260.80	7/1/2014-6/30/2015
Newton	\$45,281.57	\$28,979.23	=	\$74,260.80	7/1/2014-6/30/2015
Rampart	\$45,281.57	\$28,979.23	=	\$74,260.80	7/1/2014-6/30/2015
Southeast	\$45,281.57	\$28,979.23	=	\$74,260.80	7/1/2014-6/30/2015
Southwest	\$45,281.57	\$28,979.23	=	\$74,260.80	7/1/2014-6/30/2015
Hollenbeck/Ramona Gardens	\$45,281.57	\$28,979.23	=	\$74,260.80	7/1/2014-6/30/2015
Hollenbeck/Boyle Heights	\$45,281.57	\$28,979.23	=	\$74,260.80	7/1/2014-6/30/2015
Foothill	\$45,281.57	\$28,979.23	=	\$74,260.80	7/1/2014-6/30/2015
77th	\$45,281.58	\$28,979.24	=	\$74,260.82	7/1/2014-6/30/2015
Totals:	\$407,534.14	\$260,813.08	=	\$668,347.22	

- C. The County shall submit invoices on a quarterly basis. Each invoice shall be submitted on County's letterhead, with the following information: the name, hours and rate of pay for all personnel to be paid pursuant to this Agreement, and evidence of the completed project and applicable deliverables. The County shall also include all supporting documentation required by the Grantor and the City's fiscal processing requirements as determined by the Office of the City Controller and in accordance with the most current edition of the Office of Justice Programs (OJP) Financial

Guide located at <http://www.ojp.usdoj.gov/financialguide/index.htm>, link provided in Exhibit F for convenience. Documents include, but are not limited to Payroll Register, Timesheets, proof of the fringe benefits rate (letter is acceptable with appropriate authorization). Following receipt of the invoice and all supporting documentation, the City will approve the submission for reimbursement and submit the required documentation to the Grantor, if necessary, and begin the process of obtaining funds from the Grantor. The City shall notify the County in writing if the County's submission is deficient and if additional information is necessary. Once the funds are received by the City from the Grantor, the City shall provide payment to the County within 60 days of receipt of the funds. Funds shall not be released until the City has approved the invoice and is satisfied with the supporting documentation included in the applicable invoice.

- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the County. The City will not compensate the County for any costs incurred for invoice or supporting documents preparation. All invoices must be signed by an officer of the County under penalty of perjury that the information submitted is true and correct. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time, and the City reserves the right to request any additional supporting documentation to substantiate costs incurred at any time.
- E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all periods of this Agreement is subject to the continuing availability of Federal funds for this program to the City. This Agreement may be terminated immediately upon written notice to County of a loss or reduction of Federal grant funds.

(Remainder of page intentionally left blank.)

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "County" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one County as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles without regard to conflict of law principles. County shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, County consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the Federal government or any unit of State or local government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that they are not

caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, as described in §404 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

The County may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties herein.

§407. Permits

The County and its directors, supervisors, officers, agents, employees and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the County's performance hereunder and shall pay any fees required therefor. The County shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

- A. The County shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America and the State of California. In performing this Agreement, the County shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, or medical condition. The County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by County, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement.

Failure of County to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject County to the imposition of any and all sanctions allowed by law, including but not limited to termination of this Agreement.

- B. (This section intentionally left blank)
- C. Any subcontract entered into by the County relating to this Agreement, to

the extent allowed hereunder, shall be subject to the provisions of §408.

§409. Claims for Labor and Materials

The County shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by the County hereunder), against the County's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

§410. Current Los Angeles City Business Tax Registration Certificate Required

Under the terms of this Agreement, the City's Business Tax Ordinance (Article 1, Chapter 2, §21.00 *et seq.* of the Los Angeles Municipal Code) is not applicable.

§411. Bonds

All bonds which may be required hereunder shall conform to City requirements established by charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

§412. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of §895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by §895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in §§895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of §895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said §895.2. The provision of §2778 of the California Civil Code is made a part hereto as if fully set forth herein. County certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement. The City certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code §2778 regarding interpretation of indemnity agreements are hereby incorporated

§413. Insurance

(This section intentionally omitted.)

§414. False Claims Act

The County acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

County shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement and the Grant. County shall comply with Federal and State laws and regulations pertaining to labor, wages, hours, and other conditions of employment. County shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement and the Grant. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars and Forms

County shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Detailed information can be found in the OJP Procurement Procedures Guide, online at: http://www.ojp.usdoj.gov/funding/pdfs/procurement_procedures.pdf

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, County shall adhere to the applicable rules and regulations of the Single Audit Act, 31 U.S.C. § 7501 *et seq.*; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Single Audit Act.

3. Americans with Disabilities Act

County hereby certifies that it will comply with the applicable requirements of Titles I, II and III of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12101 *et seq.*, and its implementing regulations, including Subtitle A, Title II of the ADA. the Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325) and all subsequent amendments thereto ("ADAAA"), Section 504 of

the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended (“the Rehab Act”); 24 CFR Parts 8 and 9 relating to non-discrimination based on handicap; the Uniform Federal Accessibility Standards set forth in 24 CFR Part 40 (“UFAS”); the Fair Housing Act, 42 U.S.C. §§ 3601 - *et seq.*, and all its implementing regulations, including those set forth in 24 CFR Parts 100, 103 and 104 (“FHA”). The County will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments thereto. County will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the County, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

- a. County shall with comply with the Anti-Lobbying Act (18 U.S.C. §1913). None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. County shall not use any funds provided under this Agreement, either directly or indirectly, in support of enactment, repeal, modification or adoption of any law, legislation, regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, County shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to County until the Certification is filed.
- c. County shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by County. County shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Reports, Records Inspection and Investigations

- a. At any time during normal business hours and as often as the City, the Federal government, the General Accounting Office, the U.S. Comptroller General, the State of California and the Auditor General of the State of California may deem necessary, County shall make available for examination all of its records with respect to all matters covered by this Agreement. The County hereby gives the City, the Federal government, the General Accounting Office, the U.S. Comptroller General, the State of California and the Auditor General of the State of California, through any authorized representative, access to, and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the grant funds and all matters covered by this Agreement, including, but not limited to all subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- b. County agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and the Grantor with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. County shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives. The provisions of this Section shall survive the termination of this Agreement.

7. Labor

- a. County shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).
- b. County shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7), the Copeland

Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- c. County shall comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.
- d. None of the funds shall be used to promote or deter union/labor organizing activities in accordance with California Government Code §16645 *et seq.*

8. Civil Rights

County shall comply with all Federal statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 28, Code of Federal Regulations (CFR), Part 42, Subparts C, D, E & G; (j) Title 28, CFR, Part 35; (k) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (l) the nondiscrimination requirements and all other provisions of the current edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (m) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national

origin, sex, or disability against County in connection or related to any activities funded by grant funds from the Grantor, County will promptly forward a copy of the finding to the City.

9. Environmental

- a. County shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- b. County shall comply with, and provide any information requested by Grantor and City to ensure compliance with, the following laws: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and EO 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under §176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 *et seq.*) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more; and (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.
- c. County shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. County shall comply with all conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-

evaluation of compliance with these EHP requirements. County agrees not to undertake any project under this Agreement having the potential to impact the EHP resources without prior written approval of City and Grantor, including, but not limited to; new construction; minor renovation or remodeling of a property located in an environmentally or historically sensitive area (including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places); a renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. Any construction related activities initiated prior to full EHP review may result in a noncompliance finding. If ground-disturbing activities occur during the project implementation, the County must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the County will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

- d. County shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- e. County shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- f. County shall comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- g. County shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the City and Grantor of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

- h. County is, shall ensure, and shall be in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.
- i. County shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. County shall comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. §3501 *et seq.*) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
- k. County shall assist the City and OJP Bureau of Justice Assistance (BJA) in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related Federal environmental impact analyses requirements in the use of these grant funds.

10. Preservation

County shall comply with § 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 *et seq.*).

11. Suspension and Debarment

County shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and County shall submit a Certification Regarding Debarment required by EO 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither County nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. County hereby certifies that the Certification executed by the County and attached hereto as Exhibit B is true and correct as of the date of execution of this Agreement. County shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. County shall not award any subcontract, or permit any subcontractor in awarding any subcontract, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under EO 12549 and 12689, "Debarment and Suspension."

12. Drug-Free Workplace

County shall comply with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq., 44 CFR Part 17, 2 CFR 3001, 28 CFR Part 67, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Concurrent with or prior to the execution of this Agreement, County shall execute and submit to the City the Certification of Drug-Free Workplace Requirements, attached hereto as Exhibit D and made a part hereof.

13. Miscellaneous

County shall comply, if applicable, with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §2131 et seq.). Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. §8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of §303 of the Energy Policy Act of 1992 (42 U.S.C. §13212).

B. Statutes and Regulations Applicable To This Particular Grant

County shall comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular Grant program. County shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 28 Code of Federal Regulations (CFR) Parts 66 and 70; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) current edition of *Financial Guide*; OJP *Procurement Procedures Guide*; Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448. All equipment and software purchased or developed under this Agreement must be compliant with DOJ information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan (LEISP). A list of additional standards can be found at the [OJP Standards Clearinghouse](#).

3. To support public safety and justice information sharing, County shall use the National Information Exchange Model (NIEM) specifications and guidelines in the use of grant funds. County shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the NIEM guidelines. More information on compliance with this provision is located at www.niem.gov/implementationguide.php.
4. Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 46, Protection of Human Research Subjects (including all OJP policies and procedures related thereto, and including the obtainment of Institutional Review Board approval, if appropriate, and subject informed consent); Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug-Free Workplace (grants).
5. County agrees to submit to the City for the City to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and website content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications resulting from grant funds, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. 2014–DJ-BX-0235 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the SMART Office, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of

Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.

6. County agrees that, within 120 days of receiving grant funds, for any law enforcement task force funded with these grant funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
7. All confidentiality requirements of 42 U.S.C. §3789g and 28 CFR Part 22 that are applicable to the collection, use and revelation of data or information, County shall submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, §22.23.
8. Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.
9. Requirements of the Genetic Information Nondiscrimination Act of 2008.
10. County shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency in accordance with Federal Department of Justice guidance pertaining to Title VI of the Civil Rights Act of 1964.
11. County shall promptly refer to the City and Grantor any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either (a) submitted a false claim for grant funds under the False Claims Act; or (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.
12. To avoid duplicating existing networks or IT systems in any initiatives funded by Grantor for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, any such

systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless County can demonstrate to the satisfaction of Grantor that this requirement would not be cost-effective or would impair the functionality of an existing or proposed IT system.

13. County shall comply with all reporting, data collection and evaluations requirements, as prescribed by law and detailed by Grantor in program guidance for the JAG program, and agrees to comply with any Grantor grant monitoring guidelines, protocols, and procedures, and to cooperate with all Grantor and City grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
14. County shall ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this Grant during the performance period for the Grant.
15. County agrees that the funds received under this Agreement will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
16. County acknowledges and agrees that all of its programs funded by this Grant must conform to the grant program requirements as stated in the BJA program guidance.
17. County understands and agrees that it cannot use the Grant funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the Grantor.
18. County understands and agrees that funds provided under this Agreement may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the Grant, or of parents or legal guardians of such students.
19. County acknowledges and understands that, pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Grantor encourages the County to adopt and enforce policies banning its employees from text messaging while driving any vehicle during the course of performing work funded by this Grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

20. County shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

21. County shall comply with the Grantor's Global Justice Information Sharing Initiative guidelines and recommendations for this particular Grant.

C. Travel Expenses

Travel expenses shall not be reimbursed under this Agreement.

D. Noncompliance

County understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds payable under this Agreement, and repayment by County to City of any unlawful expenditures.

§416. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of County as an independent party and not as a City employee.

§417. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S.C. including, without limitation, processes and business methods made in the course of work under this Agreement, the County shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. § 200 *et seq.* (P. L. 95-517, P. L. 98-620, 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and EO 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by EO 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). County hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy, and will consult with the City regarding allocation of any patent rights that arise from or are purchased with Grant Funds.

B. Right of City to Use Inventions

Without limiting the provisions set forth in Paragraph A of this Section 417, City and Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free, perpetual license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, publish and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, publish and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. County shall comply with 24 CFR 85.34.

D. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

County shall require all subcontractors funded under this Agreement to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§418. Living Wage Ordinance

(County is exempt from the requirements of this section.)

§419. Equal Employment Practices

(County is exempt from the requirements of this section.)

§420. Equal Benefits Ordinance

(County is exempt from the requirements of this section.)

§421. Contractor Responsibility Ordinance

(County is exempt from the requirements of this section.)

§422. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§423. Child Support Assignment Orders

(County is exempt from the requirements of this section.)

§424. Limitation of Corporate Acts

The County shall not take any steps which may materially affect the performance of this Agreement without first notifying the City in writing.

§425. Contractor Personnel

- A. The County shall employ persons meeting the qualifications for those positions as negotiated between the County and the City for this Agreement
- B. The County shall not use grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the County and the City.
- C. Deviation of the foregoing limitations shall require written City approval before becoming effective.
- D. Unless otherwise provided or approved by the City, the County shall use its own employees to perform the services described in this Agreement.

The County shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of subcontractors, the County shall remain responsible for performing all aspects of this Agreement. The City has the right to approve the County's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay the County's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

§426. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the County's actual project expenditures and work performance. Should the City determine that the County is in non-compliance with any contractual obligations, the City shall, at its discretion, take appropriate action as provided by §501 of this Agreement.
- B. In the event that funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the

funds provided by this Agreement accordingly.

§427. Press Releases-Public Information Publications and Markings

In connection with any activities funded under this Agreement, the County shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency and that the County is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The County shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. County shall also coordinate press releases with the City and Grantor for maximum impact.

§428. Participation of Small, Minority and Women's Business

It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all the County contracts, including procurement, construction and personal services. This policy applies to the County and its subcontractors. Consistent with EO 11625, 12432, and 12138, the County shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The County shall:

- A. Invite small, minority, and women's businesses to participate in procurements under this Agreement.
- B. Divide total requirements into small requirements to permit maximum small, minority, and women's business participation whenever economically feasible.
- C. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration (or its successor), as required.
- D. The County shall include the requirements of this section in every subcontract for work in connection with this Agreement and project.

§429. Prohibition of Legal Proceedings

The County is prohibited from using grant funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against the City or their official representatives.

§430. Notice to City of Labor Disputes

When County has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement the County shall immediately give notice thereof, including all pertinent information, in regard to same to the City.

§431. City Evaluation of Contractor's Performance

(County is exempt from the requirements of this section.)

§432. Headings and Captions

This Agreement's section headings shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning, or intent of these conditions. Unless defined as a "working day," all reference to days is to calendar days.

§433. Restriction on Disbursements to Subcontractors

If applicable, no money received pursuant to this Agreement by the County shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable laws, statutes and regulations as set forth in §415 herein and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

§434. Records and Audits of Subcontracts

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

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V. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the County fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- A. Reduce the total budget;
- B. Make any changes in the general scope of this Agreement;
- C. Suspend project operations; or
- D. Terminate this Agreement.

§502. Notice to Correct Performance

(This section intentionally left blank)

§503. Suspension of the Agreement

(This section intentionally left blank)

§504. Termination of Agreement

A. Termination for Convenience

Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice. Upon receipt of said notice, the County shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay the County its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the County to affect such termination. Thereafter, the County shall have no further claims against the City under this Agreement. All finished and unfinished documents and materials procured for or produced under this Agreement, including all intellectual property rights thereto, shall become City property upon the date of such termination. The County agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except for excusable delays as provided in §404, if the County fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, the City may give the County written notice of such default. If the County does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this Agreement due to the County's breach of this Agreement.

2. If a Federal or State proceeding for relief of debtors is undertaken by or against the County, or if the County makes an assignment for the benefit of creditors, then the City may immediately terminate this Agreement.
3. If the County engages in any dishonest conduct related to the performance or administration of this Agreement or violates the City's lobbying policies, then the City may immediately terminate this Agreement.
4. In the event the City terminates this Agreement as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and the County shall be liable to the City for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Agreement, including all intellectual property rights thereto, shall become City property upon date of such termination. The County agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the County was not in default under the provisions of this section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph A of this section, Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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VI. ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the County, and any increase or decrease in the amount of compensation which are agreed to by the City and the County shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

The County agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§603. Waivers

Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.

No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be waiver or a breach of any other provision or of a continuing or subsequent breach of the same provision.

§604. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement includes thirty-three (33) pages and six (6) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By _____ STEVEN HONG, Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES</p> <p>Executed this _____ day of _____, 2016</p> <p>By _____ ERIC GARCETTI, Mayor</p> <p>Place City Seal Below:</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	<p>For: THE COUNTY OF LOS ANGELES</p> <p>Executed this _____ day of _____, 2016</p> <p>By _____ JACKIE LACEY, District Attorney</p> <p>Executed this _____ day of _____, 2016</p> <p>By _____ CALVIN C. REMINGTON, Interim Chief Probation Officer</p>
<p>APPROVED AS TO FORM: MARY C. WICKHAM COUNTY COUNSEL</p> <p>By _____ JOSEPH A. LANGTON, Principal Deputy, County Counsel</p> <p>Date _____</p> <p>Place County Seal Below:</p>	

Council File/CAO File Number: 14-1186

Date of Approval: 12/02/14

Said Agreement is Number _____ of City Contracts